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JS-6

**IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FAIR HOUSING FOUNDATION,

Plaintiff,

vs.

JOSE L. GOMEZ, MAGDALENA  
GOMEZ, REFUGIO VILLARREAL,

Defendants.

CASE NO. CV-08-06828 R (JCx)

**CONSENT DECREE**

**RECITALS**

This case was brought by Plaintiff Fair Housing Foundation against Defendants Jose L. Gomez, Magdalena Gomez, and Refugio Villarreal. Plaintiffs allege that Defendants violated the Fair Housing Act, 42 U.S.C. § 3601, et seq. ("FHA"), the California Fair Employment and Housing Act, Cal. Gov. Code § 12900, et seq.

1 (“FEHA”), and negligence. Specifically, Plaintiff alleges that Defendants have engaged  
2 in discriminatory housing practices based on race, color and/or national origin at 10715  
3 S. Avalon Blvd., Los Angeles, California 90061 (“the subject property”).

4 Defendants do not admit to any liability. Defendants deny all of Plaintiff’s  
5 allegations. Further, Defendants allege the following:

- 6 1. Defendants do not discriminate on the basis of race, color or national origin.
- 7 2. Defendants did not discriminate on the basis of race, color or national origin  
8 in connection with the events and circumstances surrounding this case.
- 9 3. Defendants native language is Spanish. Defendants communicate with  
10 tenants and prospective tenants in their native language as a business necessity.
- 11 4. Only Defendants Jose L. Gomez and Magdalena Gomez make decisions  
12 regarding the rental of units to prospective tenants at the subject property.

13 Plaintiff and Defendants have agreed that the controversy should be resolved  
14 without a trial or adjudication on the merits and therefore have consented to entry of this  
15 Consent Decree and Order.

16 It is hereby ORDERED, ADJUDGED and DECREED:

17 **I. TERM, JURISDICTION, AND DISMISSAL**

18 A. The term of this Order shall be two (2) years from the date of entry.

19 B. The Court shall retain jurisdiction over this Order for the purpose of  
20 enforcing the Order’s terms, after which time the case shall be dismissed with prejudice.

21 **II. INJUNCTION**

22 B. Defendants shall not discriminate in any aspect of the rental of dwellings in  
23 violation of the FHA or FEHA, including but not limited to the following:

- 24 1. Refusing to rent or sell a dwelling, refusing or failing to provide or offer  
25 information about a dwelling, or otherwise making unavailable or denying a dwelling  
26 to any person because of race, color, national origin, religion, sex, familial status,  
27 disability (handicap), sexual orientation, marital status, ancestry, source of income as  
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1 defined in California Government Code Section 12955, age, or other characteristics  
2 protected by law;

3 2. Discouraging or encouraging prospective tenants from obtaining information  
4 about, viewing, applying to rent, or renting any dwelling, on the basis or race, color,  
5 national origin, religion, sex, familial status, disability (handicap), sexual orientation,  
6 marital status, ancestry, source of income as defined in California Government Code  
7 Section 12955, age, or other characteristics protected by law;

8 3. Discriminating against any person in the terms, conditions or privileges of  
9 rental of a dwelling, or in the provision of services or facilities in connection  
10 therewith, because of race, color, national origin, religion, sex, familial status,  
11 disability (handicap), sexual orientation, marital status, ancestry, source of income as  
12 defined in California Government Code Section 12955, age, or other characteristics  
13 protected by law;

14 4. Misrepresenting the availability of apartments for rent, or providing different  
15 information about the availability of apartments, on the basis or race, color, national  
16 origin, religion, sex, familial status, disability (handicap), sexual orientation, marital  
17 status, ancestry, source of income as defined in California Government Code Section  
18 12955, age, or other characteristics protected by law;

19 5. Withholding information regarding the availability of apartments for rent on  
20 the basis of race, color, national origin, religion, sex, familial status, disability  
21 (handicap), sexual orientation, marital status, ancestry, source of income as defined in  
22 California Government Code Section 12955, age, or other characteristics protected by  
23 law;

24 6. Taking any action tending to constructively or actually remove or assist in  
25 the removal of any tenant from a rental unit on the basis of race, color, national origin,  
26 religion, sex, familial status, disability (handicap), sexual orientation, marital status,  
27 ancestry, source of income as defined in California Government Code Section 12955,  
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1 age, or other characteristics protected by law, including but not limited to refusing to  
2 accept tendered rent payments, issuing three-day notices, filing unlawful detainer  
3 actions, or initiating any other type of legal or administrative proceeding for alleged  
4 non-payment of rent on the aforementioned bases;

5 7. Making, printing, publishing, or causing to be made, printed, or published  
6 any notice, statement or advertisement with respect to the rental of a dwelling that  
7 indicates any preference, limitation or discrimination on the basis of race, color,  
8 national origin, religion, sex, familial status, disability (handicap), sexual orientation,  
9 marital status, ancestry, source of income as defined in California Government Code  
10 Section 12955, age, or other characteristics protected by law. The parties hereto  
11 stipulate and agree that placing rental advertisements only in Spanish-language  
12 newspapers shall not, in and of itself, be deemed a violation of this injunction; and

13 8. Steering persons seeking housing to particular units on the basis of race,  
14 color, national origin, religion, sex, familial status, disability (handicap), sexual  
15 orientation, marital status, ancestry, source of income as defined in California  
16 Government Code Section 12955, age, or other characteristics protected by law.

### 17 **III. FAIR HOUSING TRAINING**

18 A. Defendants and their agents, including each and every current employee or  
19 employee hired by Defendants in the period of this Order, who deals in any way with the  
20 rental or management of Defendants' rental properties, shall undergo fair housing  
21 training to be provided by the FHF. Persons who shall receive said training shall include  
22 current and future employees of any present or future management company hired by  
23 Defendants in the period of this Order. Defendants shall pay to the FHF its customary  
24 charge of \$150 per person for each such training session. Such training shall be  
25 conducted in one session and completed within 60 days of the date of entry of this Order  
26 for current employees and within 30 days of the beginning of the agency relationship for  
27 future employees.  
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1           B. Defendants shall furnish to each and every current employee and employee  
 2 hired within the period of this Order who deals in any way with the rental or management  
 3 of Defendants' rental property, a copy of this Order and inform each employee that  
 4 noncompliance with this Order may lead to sanctions imposed by the Court. Defendants  
 5 shall also obtain a signed statement from each and every current employee and employee  
 6 hired within the period of this Order in which the employee attests that he or she  
 7 received, read, and understands the Order. Copies of such statements shall be provided to  
 8 the HRC within 30 days of the date of entry of this Order for current employees and  
 9 within 30 days of the beginning of the agency relationship for future employees.

#### 10 **IV. COMPLIANCE MONITORING**

11           A. FHF will implement fair housing testing programs to monitor, test and  
 12 survey the tenants of Defendants' residential rental buildings for the period of this Order.

13           B. During the period of this Order, Defendants shall maintain all records  
 14 containing information pertinent to their obligations under this Order and such records  
 15 shall be made available to the FHF upon reasonable request at any time during the life of  
 16 this Order.

17           C. Nothing in this Order shall create, or be construed to create, any partnership,  
 18 joint venture, agency or employment relationship between FHF and Defendants, and  
 19 there shall be no fiduciary or other such duties owed by FHF to Defendants by virtue of  
 20 this Order.

#### 21 **V. RECORDKEEPING AND REPORTING**

22           A. With respect to the rental of residential dwellings of Defendants' properties,  
 23 Defendants shall:

- 24           1. Maintain a copy of all submitted applications and, at the end of each  
 25 completed Application to Rent indicate whether the applicant was accepted or  
 26 denied; the date the applicant was accepted or denied; the basis for denial, if  
 27 denied; and, if known or reasonably determinable, the applicant's race and national  
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1 origin based on the good faith belief or observation of Defendants and their  
2 representatives;

3 3. Nothing in this Order shall be construed as requiring Defendants to  
4 make or cause to be made any written or oral inquiry regarding an applicant's  
5 protected characteristics, in violation of the fair housing laws.

6 B. Defendants shall maintain a list of all notices, postings, memoranda, letters,  
7 or contracts, which memorialize or constitute rules and policies at their property for in-  
8 place tenants to follow.

9 C. During the period of this Order, Defendants shall advise FHF in writing  
10 within 30 days of receipt of any written administrative or legal complaint against  
11 Defendants or against any of Defendants' employees or agents of the residential rental  
12 property, alleging housing discrimination or employment discrimination.

13 D. Upon five (5) business days notice to defendants, the Fair Housing  
14 Foundation shall have the right to inspect and have Defendants copy, at Defendants'  
15 expense, any of the records described in this Section of this Consent Decree, or any other  
16 documents relevant to Defendants' compliance with this Consent Decree. FHF shall  
17 attempt to minimize any inconvenience to Defendants during the inspection and copying  
18 of such records.

19 **VI. MONETARY COMPENSATION**

20 A. Defendants shall make a one-time payment of \$13,000 to the Plaintiff, by  
21 cashier's check made payable to the "Housing Rights Center Client Trust Account," and  
22 delivered to Plaintiff's attorney Danny Yoo at 520 South Virgil Avenue, Suite 400, Los  
23 Angeles, California, 90020. This one-time payment shall constitute a compromise and  
24 settlement of all claims of the Plaintiff for damages and attorney's fees and costs. This  
25 one-time payment shall be made no later than seven (7) days after the entry of this order.

26 B. The Plaintiff and Defendants shall execute mutual waivers and releases  
27 indicating that this Consent Decree and Final Order constitutes a full and final settlement  
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1 of any and all claims of the Plaintiff that relate to the subject matter of this litigation. The  
2 mutual waivers and releases shall include a waiver of all known and unknown claims and  
3 a waiver of the rights of all parties, pursuant to Cal. Civ. Code § 1542.

4 **V. DISPUTE RESOLUTION**

5 A. The parties agree to attempt to resolve in good faith any disputes that arise  
6 under the terms of this Order. In that regard, the parties agree to utilize a notice-to-cure  
7 procedure before applying to the Court for enforcement of any term of this Order. The  
8 parties agree to the following for a Notice-To-Cure with respect to any dispute that may  
9 arise:

10 1. The party claiming a violation of any term of this Order will give  
11 written notice of the nature and extent of the alleged violation as follows: (a)  
12 written notice to the Housing Rights Center shall be given to Litigation Director,  
13 Housing Rights Center, 520 South Virgil Avenue, Suite 400, Los Angeles, CA  
14 90020; and (b) written notice to Stephen Ajalat, Ajalat & Ajalat LLP, 5200  
15 Lankershim Boulevard, Suite 850, North Hollywood, California 91601.

16 2. The person receiving notice will have fifteen (15) days to respond in  
17 writing to the Notice of the alleged violation, or cure such violation. If the person  
18 receiving the Notice does not respond or cure within 15 days, or if the parties  
19 cannot resolve the dispute concerning the alleged violation within 15 days  
20 thereafter, the party claiming a violation may bring a motion directly to this Court  
21 to enforce the provisions of this Consent Decree.

22 3. The parties to this Order stipulate and agree that if the Court grants  
23 relief pursuant to a motion to enforce the provisions of the Consent Decree, the  
24 moving party is entitled to a stipulated penalty of \$5,000, plus its fees and costs  
25 incurred to bring the motion. The moving party shall also be entitled to a  
26 stipulated penalty of \$5,000 if it is determined by the court that the violation and  
27 failure to cure was without any reasonable excuse or justification.  
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1           4. Any proven violation of this Decree by Defendants, as alleged by the  
2 Fair Housing Foundation and determined by the Court to be without any  
3 reasonable excuse or justification, shall result in a mandatory one (1) to three (3)-  
4 year extension of the duration of the Decree as may be decided by the court. The  
5 parties will move the Court for such an extension of the duration of the Decree.

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7 **IT IS SO ORDERED.**

8  
9 June 02, 2009

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12 THE HONORABLE MANUEL L. REAL  
13 UNITED STATES DISTRICT JUDGE  
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1 The undersigned Parties hereby declare and represent that the undersigned agree terms of  
2 this Consent Decree and Final Order after having full legal advice as to their rights from  
3 their counsel. The undersigned further certify that the undersigned have all of this  
4 Consent Decree and Final Order and fully understand all of the same.  
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8 \_\_\_\_\_ DATED:  
9 FAIR HOUSING FOUNDATION  
10 Plaintiff  
11 By: Barbara Shull, Executive Director  
12  
13

14 \_\_\_\_\_ DATED:  
15 JOSE L. GOMEZ  
16 Defendant  
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19 \_\_\_\_\_ DATED:  
20 MAGDALENA GOMEZ  
21 Defendant  
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24 \_\_\_\_\_ DATED:  
25 REFUGIO VILLARREAL  
26 Defendant  
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1 APPROVED AS TO FORM.  
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4 \_\_\_\_\_ DATED:  
5 DANNY Y. YOO  
6 Attorney for Plaintiff

7 \_\_\_\_\_ DATED:  
8 STEPHEN P. AJALAT  
9 Attorney for Defendants  
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